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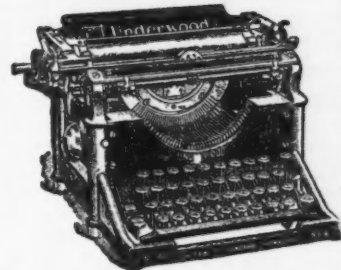
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Case and Comment

NOTES OF

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Delegations to Influence Legislation.

Protests against the invasion of the state capital by delegations of citizens to influence legislation have appeared in press reports two or three times, at least, within the last year. One member is just quoted as strongly opposed to these attempts by the people to influence the legislative acts of their representatives, because, among other things, it implies a want of confidence in the legislative body, and because, if the people have representatives whom they cannot trust, they ought to send better ones. It is easy to see that an honorable and high-spirited man, faithfully attending to his duties and honestly endeavoring to use his best judgment in the interests of the people, may naturally feel somewhat sensitive, and perhaps indignant, if a large body of his constituents follow him to the capital for the purpose of urging him to vote right on a pending measure. Obviously the visit

of such a delegation does imply a lack of confidence in the representative, or at least in some of the representatives, whom the delegation hopes to influence; and a representative can hardly be blamed if he does not welcome such visits. There are always in every legislature men of high character, as well as ability, who can be trusted to act in the interests of the public, and not to be controlled by either corrupt influences or the more insidious, but often none the less pernicious, influences of partisanship and personal advantage. But, have our legislatures as a whole been worthy of being trusted on important legislation without pressure from the people? Let us look at the undisputed facts. For years, influences of some kind have been potent enough in Albany to procure and keep on the statute books a law to protect gambling on race tracks in obvious evasion, and in almost direct defiance, of the Constitution. Legislators swore to support the Constitution of the state, and, instead, voted to support the race-track associations, and protect the gambling which the Constitution prohibited. Year after year the public sentiment of the state proved powerless to change this scandalous situation. According to all the press reports, the prospect of redeeming the state from this disgrace this year would have been a hopeless one, except for the straightforward and uncompromising course of the governor, and an unusual rousing of the public. If citizens had all stayed at home and left the legislature entirely to itself, few will doubt that this betrayal of the Constitution in the

interest of the gamblers would have been perpetuated. Whenever any measure of reform is under consideration by the legislature, if the good citizens all stay at home and trust blindly to their representatives, while the secret work of those who are financially interested in the perpetuation of the evil aimed at is allowed to go on unopposed, the chances for reformed legislation in most legislatures will not be very promising. The suggestion that, if the people cannot trust their representatives, they should send better ones, is unmistakably good. That is exactly what should be done, but, until they get better ones, they need to give pretty sharp attention to the work which their present representatives are doing. While sensitive and honorable men in legislative bodies may not like the implications that arise from a visiting delegation of their constituents to urge legislation, their own personal sensitiveness ought not to weigh very greatly in the matter. If they are sincerely advocating the public interest, they ought to be heartily glad of reinforcements.

Boycotting Interstate Commerce.

A far-reaching decision in its effect both upon labor unions and upon interstate commerce is that of *Loewe v. Lawlor*, decided February 3, 1908, by the Supreme Court of the United States, Adv. S. U. S. 1907, p. 301, 28 Sup. Ct. Rep. 301. The illegality of combinations which amount to a boycott has been so often decided by the courts that the general doctrine is well understood. It has been applied to a variety of conditions, and to different classes of people. One of the recent cases which holds that a boycott of a wholesale dealer by retailers for selling goods to a competitor whom they wish to put out of business is unlawful, is *Klingel's Pharmacy v. Sharp & Dohme*, 104 Md. 218, 7 L.R.A.(N.S.) 970, 64 Atl. 1029. The decision is sustained by the authorities cited in the opinion of the court and in the annotations to the case. A boycott by a combination of employers of a blacklisted employee was held unlawful in *Joyce v. Great Northern R. Co.* 100 Minn. 225, 8 L.R.A.(N.S.) 756, 110 N. W. 975. This decision was based on a statute making such a combination illegal,

and this statute was held constitutional. These and other cases lay down a doctrine broad enough to apply impartially to people of every class. If labor organizations are to be protected against boycotts, they must concede that other persons ought to be protected from boycotts by them. They must be subject to the law which they invoke in their own favor. The Supreme Court of the United States, in the *Lawlor* Case, has merely held that the plain provisions of the Federal anti-trust act of July 2, 1890, against combinations "in restraint of trade or commerce among the several states" are applicable to all classes of people alike. The court had previously enforced this law against the great traffic associations, in *United States v. Joint Traffic Asso.* 171 U. S. 505, 43 L. ed. 259, 19 Sup. Ct. Rep. 25, and against the great railroad combination, in the *Northern Securities Case*, 193 U. S. 197, 48 L. ed. 679, 24 Sup. Ct. Rep. 436. In the latter case the court said: "The act declares illegal every contract, combination, or conspiracy, in whatever form, of whatever nature, and whoever may be parties to it, which directly or necessarily operates in the restraint of trade or commerce among the several states." Unless, therefore, the court was to be guilty of partiality or favoritism toward labor unions as a class, in defiance of its own clearly and emphatically expressed doctrine, when dealing with combinations of capitalists, there was no escape from the decision that labor unions, as well as other persons, were subject to the act.

The effect of the labor-union boycott in this case to constitute a restraint of trade or commerce among the states was another question involved. But it was found that there was a combination to destroy an existing interstate traffic in hats by a boycott which prevented the manufacturers from making hats intended for transportation beyond the state, and prevented dealers from reselling the hats in other states, as well as from making further purchases. It was, therefore, a combination in restraint of trade and commerce among the states, though some of the acts involved were in themselves, taken separately, beyond the scope of Federal authority. As said by Mr. Justice Holmes in *Swift & Co. v. United States*, 196 U. S. 395, 49 L. ed. 523, 25 Sup. Ct. Rep. 276, in holding that a combination of dealers in meat was unlawful: "It is

suggested that the several acts charged are lawful, and that intent can make no difference. But they are bound together as the parts of a single plan. The plan may make the parts unlawful." Therefore, the purpose and effect of the boycott being to destroy interstate business, it was brought within the condemnation of the anti-trust act of Congress.

The effect of this decision ought to be wholesome. Whatever questions may be in doubt as to the extent to which the power of Congress over commerce may reach, there cannot well be any question as to the power to protect such commerce from direct interference and destruction, whether by boycotts or otherwise. Intelligent and fair-minded men in the labor unions cannot fail to recognize the justice of the decision, whether they think it is helpful to their special interests or not. So many lines of business are of an interstate character that boycotts which will not violate the Federal law will be much restricted. One possible effect of the decision, therefore, may be to turn the labor unions toward practices that are free from illegality.

Additional Consideration for Completing Executory Contract.

An exception to the general rule that a promise of additional consideration for completing an existing executory contract in accordance with its terms is invalid because of the lack of consideration for the promise is made in the case of *Linz v. Schuck* (Md.) 11 L.R.A. (N.S.) 789, 67 Atl. 286. In that case, after one who had contracted to dig a cellar abandoned his contract because of unforeseen and unanticipated difficulties arising out of the unstable condition of the material through which it was necessary to dig, being a swamp-like mass of soft mud, and requiring great additional expense to complete the contract, the owner of the premises promised additional compensation to induce completion of the contract, and this promise was upheld without the necessity of any express rescission of the existing contract. The court said: "When two parties make a contract based on supposed facts which they afterwards ascertain to be incorrect, and which would not have been entered into by the one party if he had known the actual

conditions which the contract required him to meet, not only courts of justice, but all right-thinking people, must believe the fair course for the other party to the contract to pursue is either to relieve the contractor of going on with his contract, or to pay him additional compensation. If the difficulties be unforeseen, and such as neither party contemplated, or could have, from the appearance of the thing to be dealt with, anticipated, it would be an extremely harsh rule of law to hold that there was no legal way of binding the owner of the property to fulfil a promise made by him to pay the contractor such additional sum as such unforeseen difficulties cost him. But we do not understand the authorities to sustain such a rule. On the contrary, they hold that the parties can rescind the original contract, and then enter into a new one by which a larger consideration for the same work and materials that were to be done and furnished under the first contract can be validly agreed upon." The court declined to approve the doctrine declared in *Robinson v. Hurst* (Mutual Reserve Fund Life Assn. v. Hurst) 78 Md. 69, 20 L.R.A. 761, 44 Am. St. Rep. 266, 26 Atl. 958, that "a moral obligation is a sufficient consideration to support a promise to pay," but held that it was competent for the parties, by their voluntary and mutual promise, to waive their respective rights and obligations under the original contract, and substitute for it a new or modified contract, and that it would be only a technical distinction to say that there must be an express or actual rescission, where the parties, by substituting a new agreement, clearly showed an intention that neither should be held to the original contract.

The note to this case, and an earlier note in 34 L.R.A. 38, fully cover the numerous decisions on the subject, and bring out sharply the distinctions that exist between them. They show that the general rule undoubtedly is that the mere agreement to perform, or the actual performance of, an existing contract obligation, affords no consideration for a new promise on the part of the party to whom the existing obligation is due, and that a new promise of additional consideration for completing the original contract is without consideration and invalid. But other cases, as well as that of *Linz v. Schuck*, have made exceptions to this rule, some of them on the ground of

the equities of the particular cases, rather than on strict legal principle. But the soundness of the whole doctrine that the mere promise to perform, or the actual performance of, an executory contract in accordance with its terms, affords no consideration for a promise of additional consideration, though perhaps so well entrenched in decisions as to be impregnable, may well be questioned. To say that there is no consideration for a new promise of additional compensation for the completion of an existing contract is to assume that the promisor does not know his own interests. As a matter of fact, such promises are usually made for a consideration that is, not only in the mind of the promisor, but in the mind of any practical man of affairs, entirely adequate. For a contractor to leave a job unfinished is very often to leave the other party in a decidedly unfortunate situation, to extricate himself from which he must often incur an expense much greater than the additional compensation that might induce the contractor to complete the work. To be sure, he has theoretically an adequate remedy at law against the contractor, but the courts, as well as other people, ought to know by this time that what is in theory an adequate remedy at law is often worthless. A judgment against the contractor, if obtained, will in many cases prove uncollectible. There are also risks in lawsuits, especially the uncertainty of being able to prove even a perfectly just case to the unanimous satisfaction of a jury, on account of conflicts of testimony through untruthfulness or mistakes of witness. Beyond that, every sensible man considers the trouble, loss of time, and other incidental losses and expenses of a lawsuit, for which he can get no recompense, even if his suit is successful. Taking all these things into account, it is often by far the most economical and advantageous policy to pay something additional to a contractor to prevent him from abandoning his contract. Why should the law deny one this privilege of protecting his own interests? Obviously, the rule which denies it is for his supposed protection, but its effect is to prevent him from protecting himself. To give one the privilege of paying additional compensation to a contractor in such a case would not in any degree lessen the responsibility of the contractor on his original contract. If he were financially responsible, every remedy against him

which the other party now has would still be available. The only difference would be that the person for whom the work is being done would have the right to use his own judgment for the protection of his own interests. There is some tendency in the cases, as shown by the notes referred to, to apply the principle which denies consideration for a new promise in such cases, quite strictly when the circumstances show that the new promise was practically extorted, and to make an exception, if possible, where the new promise was voluntary and prompted by a recognition of the hardships involved in performing the original contract, arising from conditions that were unforeseen. But, while there is a growing reluctance on the part of the courts to adhere to or apply the general rule in strictness, and one case has altogether repudiated it, the general doctrine must be conceded to be well established. It is, however, somewhat gratifying to have the exceptions to the rule, such as that in the case of *Linz v. Schuck*, made as clear as possible, since the effect is merely to enlarge the liberty of men who are *sui juris*, in making contracts for their own protection.

Tax Exemption of Home-Grown Products

The Tennessee Constitution, among its tax exemptions, includes "the direct product of the soil in the hands of the producer and his immediate vendee" (Tenn. Const. 1870, art. 2, § 28), and also provides that "no article manufactured of the produce of this state shall be taxed otherwise than to pay inspection fees" (§ 30). The question of unconstitutional discrimination against the products of other states by taxing them, while exempting similar products grown in the state, was raised in *I. M. Darnell & Son Co. v. Memphis*, Adv. S. U. S. 1907, p. 247, 28 Sup. Ct. Rep. 247. There logs and lumber within the state, which were cut from timber grown in other states, were assessed for taxation, and the owner protested on the ground that such a tax was in violation of the commerce clause of the Federal Constitution, and also of the equal-protection clause of the 14th Amendment, because logs and lumber of the same kind, if cut from timber grown in the state, were exempt. The taxing officers disregarded the protest,

but the owner obtained an injunction from the chancery court against the enforcement of the tax. The supreme court of the state, however, reversed the decree for the injunction, and held that the tax was not repugnant to the Federal Constitution (116 Tenn. 442, 95 S. W. 816). The state court conceded that similar property cut from timber grown in the state would be exempt, but held, nevertheless, that no burden was imposed upon interstate commerce by taxing property coming from other states after it had come to rest within the state and been commingled with the mass of property therein. It relied upon decisions of the United States Supreme Court in support of the conclusion that property which is intermingled with the general property of the state becomes part of the taxable property thereof, and subject to its tax laws. The Supreme Court of the United States held that the state court had misconceived its rulings on this subject, and that the prior decisions of the court clearly foreclosed the question, and expressly established the proposition that a state could not discriminate against property brought from another state by imposing upon it a burden of taxation greater than that levied upon domestic property of a like nature without directly burdening interstate commerce in violation of the Federal Constitution. It was pointed out that the cases of *Woodruff v. Parham*, 8 Wall. 123, 19 L. ed. 382; *Brown v. Houston*, 114 U. S. 622, 29 L. ed. 257, 5 Sup. Ct. Rep. 1091, and others which were cited by the state court in support of its decision, clearly recognized the invalidity of such discrimination. Inasmuch as the court found that such a discriminating tax was a direct burden upon interstate commerce, it did not enter into the question of the effect of the provision as to equal protection of the laws.

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Banks. See GIFTS.

Blasting. One engaged in blasting on his own property is held, in *Bessemer Coal, I. & L. Co. v. Doak* (Ala.) 12 L.R.A.(N.S.) 389, not to be liable for injuries to a neighbor from mere concussion of the air, sound, or otherwise, unless the work was done negligently, and the injury was the result of the negligence.

Bonds. The failure of the obligee in a fidelity bond to communicate to the sureties, at the time of its execution, the fact that the principal was indebted to the obligee for money embezzled, is held, in *Hebert v. Lee* (Tenn.) 12 L.R.A.(N.S.) 247, to relieve the sureties from liability on the bond, although they made no inquiry upon that subject, and no communication took place between obligee and sureties about the bond, the execution of which was secured by the principal, and the bond purported to cover past, as well as future, obligations.

Boycott. See CONSPIRACY.

Brokers. An owner of property, who, after agreeing to pay a broker a certain sum to sell it at a certain price, and receiving through him an offer for most of the property at a slightly less price, fraudulently informs the broker that he will keep the property, and settles for his services for a nominal consideration, after which he negotiates a sale with the customer for a sum which, together with that received for the balance of the property, brings more than the stipulated amount, is held, in *Bowe v. Gage* (Wis.) 12 L.R.A.(N.S.) 265, to be liable for the sum promised the broker.

Burglary. Mere possession of recently

stolen goods is held, in *State v. Brady* (Iowa) 12 L.R.A.(N.S.) 199, not to be evidence of guilt of a burglary of the place where they were kept, unless it is shown that the burglary and stealing of the goods were part of the same transaction.

Carriers. A motorman in charge of a street car is held, in *Strong v. Burlington Traction Co.* (Vt.) 12 L.R.A.(N.S.) 197, not to be negligent toward a passenger, as matter of law, merely because he fails to sound his gong to warn of the approach of the car one driving on the highway, who turns his horse across the path of the car, causing a collision and the injury of the passenger.

A railroad flagman who receives as compensation for his services a certain sum and fourteen transportation tickets to carry him to and from his home per week is held, in *Enos v. Rhode Island Suburban R. Co.* (R. I.) 12 L.R.A.(N.S.) 244, to be, after his day's work is done and he has boarded a car for home, being required to pay a ticket for his transportation, a passenger, and not a fellow servant with those engaged in operating the car.

A carrier which has received property for shipment is held, in *Switzler v. Northern P. R. Co.* (Wash.) 12 L.R.A.(N.S.) 254, not to be bound to recognize the demands of a stranger to control the property on the ground that it was procured from him by fraud.

A passenger negligently expelled, because of failure to produce his ticket, from a train at a flag station where there is no shelter and with the surroundings of which he is not familiar, after dark on a cold and stormy night, is held, in *Tilburg v. Northern C. R. Co.* (Pa.) 12 L.R.A.(N.S.) 359, not to be *per se* negligent in attempting to reach shelter at a station recently passed, by walking along the railroad track, rather than by seeking a highway.

The right of a consignee to refuse to receive a shipment, and to throw it upon the hands of the carrier, merely because of the latter's unreasonable delay in transportation, is denied in *Chesapeake & O. R. Co. v. Saulsberry* (Ky.) 12 L.R.A.(N.S.) 431.

The penalty provided by a statute for refusal by a railroad company to furnish persons desiring passage on its cars tickets with stop-over privilege is held, in *Southern P. Co. v. Robinson* (Cal.) 12 L.R.A.(N.S.) 497, not to be enforceable by persons who do not desire to become passengers with such

privilege, but who wish to receive a refusal of the privilege for the purpose of enforcing the penalty.

A railroad company which, as a common carrier, voluntarily transports and delivers between stations on its line employees and freight for one incorporated public telegraph company, and refuses similar services to another telegraph company, is held, in *State ex rel. Ellis v. Atlantic C. L. R. Co.* (Fla.) 12 L.R.A.(N.S.) 506, to be guilty of unjust discrimination, and to be properly compelled to perform like services for the latter for a reasonable compensation, although the service, being voluntary, is in pursuance of a contract.

See also DAMAGES; LOGGING RAILROADS.

Chattel mortgage. The lien of a prior valid recorded chattel mortgage is held, in *National Bank of Commerce v. Jones* (Okla.) 12 L.R.A.(N.S.) 310, to take precedence over the subsequently acquired lien of a livery-stable keeper or agister upon animals placed in his charge, unless such animals were delivered to such lien holder to be kept and cared for by him with the consent of the mortgagee.

See also SALES IN BULK.

Cloud on title. The right of one in actual possession of land under superior title to go into a court of equity to remove a cloud from his title is held, in *Whitehouse v. Jones* (W. Va.) 12 L.R.A.(N.S.) 49, not to be barred by the fact that he might sue in ejectment.

Clubs. See INTOXICATING LIQUORS.

Conspiracy. The proprietor of a patent medicine made under a secret formula is held, in *John D. Park & Sons Co. v. Hartman* (C. C. A. 6th C.) 12 L.R.A.(N.S.) 135, to have no right, by means of contracts with merchants handling the product, to destroy the competition between wholesalers and retailers thereof, and bind them to maintain a uniform price to consumers.

An agreement between two buyers of cotton in a certain district of a state, that each should pay the other a certain amount upon every pound of cotton bought by him within the district, and that one should give the other an option to furnish needed cotton at the price which the former was willing to pay, is held, in *Arnold v. Jones Cotton Co.* (Ala.) 12 L.R.A.(N.S.) 150, to be void as against public policy.

Constitutional law. Whether a drainage ditch, proposed to be constructed pur-

suant to statute, will be conducive to the public health, convenience, or welfare; or whether the route thereof is practicable,—are held, in *Tyson v. Washington County* (Neb.) 12 L.R.A.(N.S.) 350, to be questions of governmental or administrative policy, and not of judicial cognizance; and therefore it is held that jurisdiction over them, by appeal or otherwise, cannot be conferred upon the courts by statute.

Contracts. The contracts of a pawnbroker who attempts to carry on his business without a license and without complying with the requirements of statutes and ordinances as to recording the contracts, noncompliance with which is made a misdemeanor, are held, in *Levison v. Boas* (Cal.) 12 L.R.A.(N.S.) 575, to be void, so as to prevent him from claiming a lien upon the pledges.

The words "Read this," and, "I have read this contract, have had delivered to me by your salesman a copy of same, and this is all of the contract between us," conspicuously printed upon the face of a contract, are held, in *Western Mfg. Co. v. Cotton & Long* (Ky.) 12 L.R.A.(N.S.) 427, not to prevent setting aside the contract for fraud in securing its execution, where the party sought to be charged did not read the contract, but relied on a false reading by the agent, who did not call attention to such words.

See also CONSPIRACY.

Convicts. One hiring convict labor from the state is held, in *St. Louis, I. M. & S. R. Co. v. Boyle* (Ark.) 12 L.R.A.(N.S.) 317, not to be liable for the tortious acts of one of the laborers, where the state retains control of the convicts, the performance of labor, only, being directed by the one doing the hiring.

Corporations. Under its reserved power to alter, amend, or repeal corporate charters, it is held, in *Garey v. St. Joe Mining Co.* (Utah) 12 L.R.A.(N.S.) 554, that the legislature cannot amend an existing charter so as to authorize a majority of the stockholders to provide, against the will of the minority, for the assessment of paid-up stock, to be enforced by its sale, which, under the original charter, was nonassessable.

Courts. The rule that the court which first acquires jurisdiction of specific property, in a suit or proceeding to enforce a lien upon it or subject it to sale, may re-

tain the exclusive legal custody of it until the suit is at an end, is held, in *Brun v. Mann* (C. C. A. 8th C.) 12 L.R.A.(N.S.) 154, not to deprive a Federal court, in the exercise of its general jurisdiction, from decreeing the sale of lands for the satisfaction of a judgment rendered by it, although the estate of the deceased judgment debtor is being administered in the county court, where the jurisdiction of the latter tribunal is not broad enough to permit it to make such a decree.

Criminal law. The misconduct of a spectator, in open court, during the progress of a murder trial, is held, in *State v. Wimby* (La.) 12 L.R.A.(N.S.) 98, to furnish no ground for the discharge of the jury, unless it is of such a nature as to necessarily influence the verdict of conviction.

A single sentence for a term in excess of the period specified by statute for a single offense, upon a conviction of separate crimes charged in several counts of the indictment, is held, in *United States v. Peeke* (C. C. A. 3d C.) 12 L.R.A.(N.S.) 314, to be void as to such excess, although it is for a less term than the court might have imposed in the form of cumulative sentences.

Crops. See DAMAGES; LANDLORD AND TENANT.

Damages. A telegraph company which fails to deliver a telegram directing preparation for a funeral is held, in *Lyles v. Western U. Telegr. Co.* (S. C.) 12 L.R.A.(N.S.) 534, to be liable for mental suffering caused by the exposure of the corpse for several hours to the rays of the sun, and the delay of the burial to a very late hour of the night.

The measure of damages for destruction of a growing crop is held, in *Teller v. Bay & River Dredging Co.* (Cal.) 12 L.R.A. (N. S.) 267, to be its value as it stood on the ground at the time of destruction, to be arrived at, not by ascertaining what it had cost at that time, but from evidence of the probable yield of the land, multiplied by the market value of the crop, less cost of producing and marketing.

One who submitted by telegraph a proposal to purchase oats at a designated price for future delivery, which message as delivered contained a proposal for immediate delivery, which was accepted, but, on discovery of the mistake, was treated as not binding, is held, in *Bass v. Postal Telegraph-Cable Co.* (Ga.) 12 L.R.A.(N.S.) 480,

to have no right to recover from the telegraph company on the basis of a contract of resale which might have been concluded in the event the addressee of the message had accepted the proposal for delivery at a future time, or for commissions which would have accrued to him in case of resale.

The measure of damages for breach of covenant by a tenant to leave the premises in as good condition as when he entered upon them, and free from burrs, by permitting them to become infested with burrs, is held, in *Brown Land Co. v. Lehman* (Iowa) 12 L.R.A. (N.S.) 88, to be the difference in rental value of the premises in the condition required by the covenant and as surrendered, for such time as, by reasonable and proper methods, the agreed condition can be restored, together with the cost of the additional labor, and the expense involved in effecting that result, where the premises are intended for rent, and not for sale.

The right of a passenger who is wrongfully ejected from a passenger train to recover for indignity, humiliation, and mental suffering resulting from such expulsion, whenever such suffering is the natural and proximate result of the wrong done, is sustained in *Lindsay v. Oregon S. L. R. Co.* (Idaho) 12 L.R.A. (N.S.) 184.

One for whom a train refuses to stop, according to schedule, is held, in *Williams v. Carolina & N. W. R. Co.* (N. C.) 12 L.R.A. (N.S.) 191, to be entitled to recover damages for having to walk to his destination; and not to be bound to wait for the next train, and recover merely for the delay.

Deeds. A quitclaim deed for a nominal consideration is held, in *Strong v. Whybark* (Mo.) 12 L.R.A. (N.S.) 240, to take precedence over a prior unrecorded deed for a full consideration, under a statute providing that no deed shall be valid, except as between the parties and such as shall have actual notice thereof, until the same shall have been deposited with the recorder for record.

A grant to one during life, and at her death to be divided "amongst her surviving children, grandchildren to represent the share of a deceased child," is held, in *Clark v. Neves* (S. C.) 12 L.R.A. (N.S.) 298, not to vest a fee in the first taker under the rule in *Shelley's Case*.

Drains and sewers. See CONSTITUTIONAL LAW.

Easements. The purchaser, at judicial sale, of a tract of land inaccessible from the public highway except along a private way theretofore opened for its benefit by the former owner, through adjacent lands owned by him, is held, in *Proudfoot v. Saffle* (W. Va.) 12 L.R.A. (N.S.) 482, to be entitled to use the private way as an outlet to the public road.

Elections. A machine for voting, whose working and whose record of the result are invisible to the voter, is held, in *Nichols v. Minton* (Mass.) 12 L.R.A. (N.S.) 280, not to be a compliance with constitutional provisions that officers shall be chosen by written votes, which shall be sorted and counted by the town clerk, who shall form a list of the persons voted for, with the number of votes for each person against his name, and who shall make a fair record of the same and a public declaration thereof.

Evidence. Upon a trial for manslaughter, a portion of the skull of the deceased is held, in *Self v. State* (Miss.) 12 L.R.A. (N.S.) 238, not to be admissible in evidence, where it has been buried for a long time, and the evidence does not clearly show that it is in the same condition that it was in at the time of burial.

The different numbers of impressions of a writing, produced by placing carbon paper between sheets of paper and writing upon the exposed surface, are held, in *International Harvester Co. v. Elfstrom* (Minn.) 12 L.R.A. (N.S.) 343, to be duplicate originals, so that either may be introduced in evidence without accounting for the nonproduction of the other.

Fires. The refusal of the engineer of a train, who, after stopping on signal, is informed that a fire is in progress, with the extinguishment of which the operation of his train will interfere, to cut or back the train, which is being closely followed by another, and his decision to pull ahead out of the way as rapidly as possible, are held, in *American Sheet & T. P. Co. v. Pittsburgh & L. E. R. Co.* (C. C. A. 3d C.) 12 L.R.A. (N.S.) 382, not to render the railroad company liable for loss caused by delay in the efforts to extinguish the fire.

See also RAILROADS.

Gambling. See REPLEVIN.

Gifts. The mere issuance by a savings bank, at the direction of a depositor, of a

pass book in the name of herself or son, "either to draw," is held, in *Schippers v. Kempkes* (N. J. Err. & App.) 12 L.R.A. (N.S.) 355, not to constitute a present gift to the son of the fund, evidenced by the pass book, where the mother does not surrender possession of the book, or of her right to draw upon the fund.

Habeas corpus. The right to a writ of habeas corpus to release from custody one who has been forcibly abducted from another state and brought for trial into the jurisdiction of a tribunal having jurisdiction of the offense charged is denied in *Ex parte Davis* (Tex. Crim. App.) 12 L.R.A. (N.S.) 225.

That a wrong has been committed against a prisoner in the manner or method pursued in subjecting his person to the jurisdiction of a state whose laws he is charged with having transgressed is held, in *Re Moyer* (Idaho) 12 L.R.A. (N.S.) 227, to be no legal or just reason why he should not be held to answer the charge against him when brought before the proper tribunal.

Husband and wife. See LIMITATION OF ACTIONS; SPECIFIC PERFORMANCE.

Injunction. A corporation organized for the detinning of tin scrap, which employs a secret process that was intrusted to its president while he was a director of another company engaged in the same industry, is held, in *Vulcan Detinning Co. v. American Can. Co.* (N. J. Err. & App.) 12 L.R.A. (N.S.) 102, to be properly enjoined from further use of the formula.

Insurance. The fact that at the time when a premium note fell due the insured was sick and unable to attend to business, and so remained until he died, is held, in *Hipp v. Fidelity Mut. L. Ins. Co.* (Ga.) 12 L.R.A. (N.S.) 319, not to prevent the policy from being forfeited for nonpayment in accordance with the express terms contained in it and in the premium note.

Notification to the applicant of the arrival of a life-insurance policy, by the local agent who receives the application and to whom the policy is forwarded for delivery, is held, in *Kimbro v. New York L. Ins. Co.* (Iowa) 12 L.R.A. (N.S.) 421, to complete the contract, which the insurer cannot deny after loss, although the insurer in fact issues a different form of policy from that applied for, and notifies the agent to secure an amendment to the application requesting the policy issued, which he fails to do.

The death of insured between the mailing of his acceptance of an option to which he is entitled under the policy and its receipt by the company is held, in *Northwestern Mut. L. Ins. Co. v. Joseph* (Ky.) 12 L.R.A. (N.S.) 439, not to nullify the acceptance.

A fire-insurance policy in the standard form is held, in *Garrebrant v. Continental Ins. Co.* (N. J. Err. & App.) 12 L.R.A. (N.S.) 443, not to be avoided by the use of a gasoline torch by a painter for the purpose of burning off paint from the building insured, where the work has continued for less than the fifteen days allowed by the policy for repairs.

The right to recover on a policy of fire insurance for loss occurring while the building is vacant, of which fact the insurer has no knowledge, is denied, in *Germania F. Ins. Co. v. Werner* (Ohio St.) 12 L.R.A. (N.S.) 456, where the policy provides that, if the building shall become vacant, unoccupied, or uninhabited without the consent of the insurer, the policy shall be void.

Loss, within the meaning of a title-insurance policy, is held, in *Foehrenbach v. German American Title & T. Co.* (Pa.) 12 L.R.A. (N.S.) 465, to occur where one in possession, claiming a fee under a will, is subsequently deprived of a half interest in the property because the title under the will proves defective and the true title appears to be only a half interest by descent, even though insured never owned the title he supposed he did, and which was insured.

Notice to an insurance company that the property was rented to a tenant, and its continuing to receive payment of premiums or assessments from the owner, are held, in *Edwards v. Farmers' Mut. Ins. Asso.* (Ga.) 12 L.R.A. (N.S.) 484, not to operate as a waiver of the terms of the policy prohibiting the storing of seed cotton in the dwelling house.

A limitation in a policy of indemnity insurance against liability for damages on account of injuries to employees, and against the expenses of defending any suit for damages as aforesaid, to a certain amount, for death of, or injury to, any one person, is held, in *New Amsterdam Casualty Co. v. Cumberland Teleph. & Teleg. Co.* (C. C. A. 6th C.) 12 L.R.A. (N.S.) 478, not to include within the amount named the expense of defending the suit, where assured is forbidden to make any settlement, incur any expense,

and interfere with any negotiations for settlement, or with any legal proceeding.

A resolution of a mutual insurance society lessening the time after inception in which the policy can be contested for suicide, and increasing the premium rates, is held, in *Sexton v. National L. Ins. Co. (Colo.)* 12 L.R.A. (N.S.) 504, not to apply to a policy previously issued, unless the insured complies with the new rates.

Intoxicating liquors. An incorporated social club where intoxicating liquors are dispensed to members without profit, to be drunk upon the premises and to be paid for by the individual to whom they are furnished, is held, in *South Shore Country Club v. People (Ill.)* 12 L.R.A. (N.S.) 519, to be within the meaning of a statute requiring a license to conduct a dramshop, which is defined as a place where intoxicating liquors "are retailed by less quantity than 1 gallon."

Judgment. That a trial court may set aside during, but not after the expiration of, the term at which it was rendered, a judgment which has been affirmed on appeal, upon the ground that it was procured by perjured testimony of the plaintiff, is declared in *Nelson v. Meehan (C. C. A. 9th C.)* 12 L.R.A. (N.S.) 374.

See also **COURTS.**

Judicial sales. See **EASEMENTS.**

Labor organizations. See **CONSPIRACY.**

Landlord and tenant. A landlord who re-enters because of a forfeiture created by the assignment of the lease is held, in *Myer v. Roberts (Or.)* 12 L.R.A. (N.S.) 194, to be entitled to the crop of hops as against the assignee whose labor matures the crop after the re-entry, through the aid of an injunction wrongfully issued.

See also **DAMAGES; TAXES.**

Larceny. That the general owner of goods shipped by a common carrier may be guilty of larceny by fraudulently taking them from its possession, with the intent of defeating its lien upon them for the transportation charges, is declared in *Atehison, T. & S. F. R. Co. v. Hinsdell (Kan.)* 12 L.R.A. (N.S.) 94.

Libel. The right of the jury to infer malice from an erroneous claim made by an employer upon the surety on his agent's bond, together with the facts and circumstances which surround and characterize it, so as to prevent the privileged character of the communication from availing as a de-

fense to an action for libel, is sustained in *Sunley v. Metropolitan L. Ins. Co. (Iowa)* 12 L.R.A. (N.S.) 91.

One who published a complaint or other pleading in a civil action which has never been presented to the court for its action is held, in *Nixon v. Dispatch Printing Co. (Minn.)* 12 L.R.A. (N.S.) 188, to be able to justify its publication, if it contains libelous matter, only by showing that it is true.

License. Regulating the amount to be paid for a dairyman's license by the number of cows kept by him is held, in *Birmingham v. Goldstein (Ala.)* 12 L.R.A. (N.S.) 568, not to make the license a tax on property, or an unreasonable classification.

Liens. See **CHATTEL MORTGAGES.**

Limitation of actions. The constructive notice imparted to a wife by the recording of a deed of property purchased by her husband as her agent and with her money, but the title to which was taken in his name without her knowledge or consent, is held, in *Hinze v. Hinze (Kan.)* 12 L.R.A. (N.S.) 493, not to start the statute of limitations running against the wife, so as to bar an action brought by her after his death, against his heirs, to establish a resulting trust in her favor in the property.

Logging railroad. A logging railroad which expressly or impliedly empowers employees in charge of its trains to carry passengers thereon is held, in *Harvey v. Deep River Logging Co. (Or.)* 12 L.R.A. (N.S.) 131, to be liable for their negligent injury, although they are not required to pay fare.

Mails. See **POSTOFFICE.**

Master and servant. One who employs a boy to do dangerous work, in violation of the provisions of a statute, is held, in *Lena-han v. Pittston Coal Min. Co. (Pa.)* 12 L.R.A. (N.S.) 461, to have no right, in case of his injury in such work, to set up the fact that he was guilty of contributory negligence.

See also **CARRIERS; MUNICIPAL CORPORATIONS.**

Mental anguish. See **DAMAGES.**

Monopolies. See **CONSPIRACY.**

Mortgages. See **CHATTEL MORTGAGES.**

Municipal corporations. The liability of a city to an employee of the fire department for the negligence of those in charge of that department in failing to have proper apparatus for the training of horses, and in furnishing vicious horses for the use of the

employees without notice to them, by reason of which the employee is injured by a kick from a horse which he is engaged in training for the service, is denied in *Lynch v. North Yakima* (Wash.) 12 L.R.A.(N.S.) 261.

A constitutional provision that a municipal corporation shall not be permitted to become indebted for any purpose to any amount exceeding in any year the income and revenue provided for that year is held, in *Overall v. Madisonville* (Ky.) 12 L.R.A.(N.S.) 433, not to be infringed by the building of a light plant, where it buys the equipment in parcels as its income justifies, at no time contracting a debt beyond its current revenues, although the aggregate cost of the enterprise is greater than the revenue of the year during which it was entered upon.

The power of a municipality to prohibit by ordinance the keeping of "card tables" for sale in a place of business, or to make it unlawful to permit card playing under any and all circumstances "in any place of business or adjacent thereto," is denied in *Re Sapp* (Neb.) 12 L.R.A.(N.S.) 441.

A municipal corporation, in searching, through its police officers, a river within its limits for a dead body supposed to be there, is held, in *Gillmor v. Salt Lake City* (Utah) 12 L.R.A.(N.S.) 537, to be engaged in a public duty as agent of the state, and not to be liable for trespass committed by the officers and persons accompanying them upon adjoining property.

Negligence. One who maintains, in an open field near public highways where children are accustomed to resort to play, an unprotected, dangerous reservoir of water, is held, in *Franks v. Southern Cotton Oil Co.* (S. C.) 12 L.R.A.(N.S.) 468, to be liable for the death of a child who, resorting to the reservoir to play, falls into it and is drowned.

Nuisance. A railroad company is held, in *Southern R. Co. v. Com.* (Ky.) 12 L.R.A.(N.S.) 526, to be liable for a nuisance, where it harbors upon its right of way a band of laborers who are boisterous, riotous, and shoot firearms, to the alarm of the neighborhood and persons passing on the public highway.

See also **RAILROADS.**

Pawnbrokers. See **CONTRACTS.**

Postoffice. The right of the courts to interfere with the discretion of the Post-

master General in determining whether a publication complies with the requirements of the statute, so as to be entitled to second-class mail privileges, is denied in *United States ex rel. Reinach v. Cortelyou* (App. D. C.) 12 L.R.A.(N.S.) 166, unless they are satisfied that his decision was clearly wrong.

Principal and agent. See **LIBEL.**

Principal and surety. See **BONDS.**

Proximate cause. The fright of a traveler at a highway crossing to such an extent as to produce unconsciousness, because of the sudden approach of a train at an unlawful speed without signals, at a place where, because of the obstructed view, the traveler has reached a point of danger, is held, in *Morey v. Lake Superior Terminal & T. R. Co.* (Wis.) 12 L.R.A.(N.S.) 221, not to be such an extraordinary and unusual result that the negligence cannot be held to be the proximate cause of the resulting injury to the traveler while unconscious.

Public improvements. That a trade-name is used by a municipal corporation in designating the kind of pavement for which bids are invited, is held, in *Warren Brothers' Co. v. Barber Asphalt Paving Co.* (Mich.) 12 L.R.A.(N.S.) 339, not to prevent others than the owner of the name from bidding for the work, where the ordinance specifies the materials to be used and their proportions, so that there is nothing to deceive the municipality into the belief that all bidders are to furnish a pavement made only by the owner of the name.

That a railroad company cannot defeat an assessment for street improvements upon the portion of its right of way which is included in the assessment district, upon the presumption that it has not been benefited by the improvement, is held in *Northern Pacific R. Co. v. Seattle* (Wash.) 12 L.R.A.(N.S.) 121, and in *Heman Construction Co. v. Wabash R. Co.* (Mo.) 12 L.R.A.(N.S.) 112.

Quitclaim deeds. See **DEEDS.**

Railroads. A branch of a railroad designed to carry through traffic around the terminal mentioned in its charter, and form connections with railroads running in other directions, thereby relieving the congestion of traffic within the terminal city, is held, in *Baltimore & O. R. Co. v. Waters* (Md.) 12 L.R.A.(N.S.) 326, to be included in charter authority to construct laterals.

Under a statute prohibiting railroad com-

panies from constructing their roads until they shall have provided the necessary culverts to take care of the water which naturally drains through the land covered by the right of way, it is held, in *Tetherington v. St. Louis, T. & E. R. Co.* (Ill.) 12 L.R.A. (N.S.) 571, that the successor of the corporation which constructs the road is liable for injury caused by absence of necessary culverts, though not notified to abate the nuisance.

A railroad company is held, in *Southern R. Co. v. Power Fuel Co.* (C. C. A. 4th C.) 12 L.R.A. (N.S.) 472, not to be liable for a fire caused by the negligence of one employed by it, who, after his day's work is done, has returned to a car provided by the company for that purpose to sleep.

Although a railroad company may be negligent in storing oil and waste in a wooden building in close proximity to a house, and in suffering tramps and others to occupy the building containing the inflammable substances, and to keep lights burning therein, it is held in *Beckham v. Seaboard Air Line R. Co.* (Ga.) 12 L.R.A. (N.S.) 476, not to be liable for the loss of the house by fire caused by the careless or accidental act of a person not in its employ, but in its building by permission.

Negligence on the part of a railroad company in permitting shippers to accumulate large quantities of lumber on and adjacent to its right of way for shipment is held, in *Bowers v. East Tennessee & W. N. C. R. Co.* (N. C.) 12 L.R.A. (N.S.) 446, not to be the proximate cause of the destruction of a building by fire which spreads through such lumber to the building from that of a stranger some distance away, which ignited without fault of the railroad company.

Farmers through whose lands a railroad is operated are held, in *Walker v. Chicago, R. I. & P. R. Co.* (Kan.) 12 L.R.A. (N.S.) 624, to have the right to cultivate and use such lands in accordance with the methods customary among farmers, and not to be required to take unusual precautions against loss from fire negligently set out by a railroad company.

To charge the owner of property with the negligence of its employees in failing to protect such property from fire set out by a railroad company before it was destroyed, it is held, in *Hawley v. Sumpter Valley R. Co.* (Or.) 12 L.R.A. (N.S.) 526, that they must be shown to have been in a position to ren-

der such service, and to have been charged with a duty to do so.

See also **NUISANCE; PROXIMATE CAUSE.**

Replevin. The right to replevin to recover gambling devices known as "slot machines," which are incapable of use for any purpose not in violation of the anti-gambling law, is denied in *Mullen v. Mosely* (Idaho) 12 L.R.A. (N.S.) 394.

Sale. Breach of warranty of a horse, in that he was not the horse described by the seller, is held, in *Northfield Nat. Bank v. Arndt* (Wis.) 12 L.R.A. (N.S.) 82, to be no defense to an action on the purchase-money note, where the fact was obvious at the time of the sale.

Where a contract for the sale of cans under warranty provides that defective cans must be returned to the seller to entitle the buyer to an allowance therefor, it is held, in *Wasatch Orchard Co. v. Morgan Canning Co.* (Utah) 12 L.R.A. (N.S.) 540, that the condition must be complied with before the buyer can recover on the warranty.

Sales in bulk. A statute regulating the sale of stocks of goods in bulk is held, in *Compton v. Dietlein* (La.) 12 L.R.A. (N.S.) 174, to have no application to a transfer in payment of a creditor.

A chattel mortgage is held, in *Hannah & Hogg v. Richter Brewing Co.* (Mich.) 12 L.R.A. (N.S.) 178, not to be within the meaning of a statute forbidding the sale, transfer, or assignment of a stock of goods in bulk without certain preliminary proceedings.

Set-off and counterclaim. In an action to recover mining claims alleged to have been located for plaintiff under contract, it is held, in *Bannerot v. McClure* (Colo.) 12 L.R.A. (N.S.) 126, that, in order to entitle defendant to file a counterclaim under another contract arising out of an independent transaction, the counterclaim must be such as to qualify or defeat the judgment to which plaintiff is entitled, under a statute permitting, in an action arising upon contract, a counterclaim of any other cause of action arising also upon contract.

Specific performance. The promise, in a letter written by one proposing marriage to his intended wife, stating that he pledges to support her so long as she lives, acted upon by her giving up a comfortable home and entering into the marriage, which proves to be one of hardship, is held, in *Offutt v. Offutt* (Md.) 12 L.R.A. (N.S.) 232, to be properly enforced in equity, after his death,

by allowing her a proper sum for her support out of his estate.

Street railways. A street railway company is held, in *Brockschmidt v. St. Louis & M. R. R. Co.* (Mo.) 12 L.R.A.(N.S.) 345, not to be liable for the death of one who, knowing of the frequent passage of cars along its tracks, takes a position in the path of the cars with his back to those which will approach him, for the purpose of removing dirt from the track, and remains there, without any heed to approaching cars, until he is struck and killed, although the motorman does not sound the gong, and a municipal ordinance requires him to keep a vigilant watch for persons on the track.

Taxes. The right of a tenant who, being under no obligation to pay taxes on the leased property, has acquired a tax deed thereto good upon its face, but which is in fact invalid, to be reimbursed for taxes paid and improvements made before he can be dispossessed by his landlord, is sustained in *Fitch v. Douglass* (Kan.) 12 L.R.A.(N.S.) 172.

Telegraphs. See DAMAGES.

Trade secrets. See INJUNCTION.

Trespass. See MUNICIPAL CORPORATIONS.

Trusts. That no enforceable trust in stock is created by a letter informing the beneficiary that he might be glad of the foresight of the trustee, who owned the stock, in retaining it for the future benefit of the beneficiary, accompanied by a transfer of the stock to the name of the trustee, "attorney for" the beneficiary, where the trustee continued to receive the dividends on the stock, subsequently repudiated the trust, and caused the stock to be retransferred to his own name, is declared in *Paine v. Paine* (R. I.) 12 L.R.A.(N.S.) 547.

A person who is *sui juris* is held, in *Nolan v. Nolan* (Pa.) 12 L.R.A.(N.S.) 369, to have no right, even as against subsequent creditors, to settle his property in trust to pay the income to himself for life and the corpus to his heirs or appointees by will, although he expressly states that the instrument shall be irrevocable.

Vendor and purchaser. A vendee who refuses to perform his agreement to execute notes for the purchase price of personal property sold and delivered to him is held, in *Kelly v. Pierce* (N. D.) 12 L.R.A.(N.S.) 180, to be suable by the vendor for damages for breach of the contract, immediately upon the refusal to deliver the notes.

Voting machines. See ELECTIONS.

Waters. An artificial drainage ditch, the right to construct and maintain which was conveyed to the public by the owner of the land, to which a patent had been granted by the United States government, and which must frequently be cleaned out, and is capable of navigation by poling a boat only at times, is held, in *Bolsa Land Co. v. Burdick* (Cal.) 12 L.R.A.(N.S.) 275, not to be a navigable stream, the obstruction of the use of which for that purpose is a purpresture.

See also RAILROADS.

Wills. The word "children," in a devise, is held, in *Wills v. Foltz* (W. Va.) 12 L.R.A. (N. S.) 283, to be a word of purchase, and not of limitation, unless a different intent plainly appears in the will.

Witnesses. To entitle a party who has testified in his own behalf to corroborate his evidence by proof of his general reputation for truth and veracity, it is held, in *First Nat. Bank v. Blakeman* (Okla.) 12 L.R.A.(N.S.) 364, that there must have been a direct attack upon his character in that regard, or an attempt made to impeach him by evidence of particular acts of criminal or moral misconduct, or by proof of contradictory or inconsistent statements made to others or admitted on cross-examination, or by evidence of corruption on his part in connection with the case in which he appears.

New Books.

Pollock on "Torts." 8th English edition. \$6 net.

"The Treat-Making Power." By Robert T. Devlin. \$6.

"Labor, Laws and Decisions of the State of New York." By John A. Cipperly. Buckram, \$2.50.

"Reprint New York Transcript Appeals Reports." 7 vols. "Howard's New York Court of Appeals Cases." 1 vol. N. Y. Transcript Appeals, 7 vols., bound in 4 books. \$18. Same, bound separately, \$20. Howard's Cases, 1 vol. \$5.

"Illinois Circuit Court Reports." Vol. 2. \$3.50.

"Iowa Supreme Court Reports." Vol. 134. \$3.

"Texas Supreme Court Reports." Vol. 29. \$3.

"Texas Criminal Appeal Reports." Vol. 47. \$3.

"Texas Civil Appeals Reports." Vol. 37. \$3.

"The American Government." By H. C. Gauss. \$5.

"Written Instruments in Texas." 2d ed. By R. W. Houk. \$5.50.

"Negligence in Law." By Thomas Beven, 3d ed. London. Stevens & Haynes; Toronto, Canada Law Book Company, 1908.

This new edition of Beven on Negligence, though intended more for England and the Colonies, than for the United States, merits a welcome in this country. The author has, in this edition, given less attention than before to American decisions, and more to Colonial cases. He is convinced that it is impossible and inexpedient to present the law of the United States side by side with that of England, though he still cites many of our decisions. In some instances his statement of the law in this country is inadequate; for instance, on page 128, he says that in this country the negligence of the carrier is *prima facie* shown by an accident to a passenger, citing some cases of the United States Supreme Court. But to this general rule, our courts make some important exceptions, such as in case of an accident to a passenger from a missile from outside the car. So, on page 150, he says that the rule denying application of the maxim, *Res ipsa loquitur*, to master and servant cases, is recognized in this country. This by no means fully represents our decisions, though it does represent those of the Federal Supreme Court, which on questions of this kind is not superior to, but only co-ordinate with, the highest state courts. The case of *Fitzgerald v. Southern R. Co.* (N. C.) 54 S. E. 301, 3 L.R.A.(N.S.) 337, applies this doctrine in favor of an injured servant; and, as shown by the note in 3 L.R.A.(N.S.) 337, many, if not a majority, of the decisions of the state courts hold that the rule does apply in a proper case as between master and servant. But, while it is true that this work is not a complete treatise on American law, it is of great value for its admirable presentation of the law of England, and its clear discussion of the principles of the subject.

Recent Articles in Law Journals and Reviews.

"Transactions on Margin and for Future Delivery."—12 Bench and Bar, 54.

"The Law of Street Car Transfers."—12 Bench and Bar, 61.

"Certiorari as a Remedial Writ in Virginia."—13 Virginia Law Register, 833.

"Chancellor Kent at Yale."—17 Yale Law Journal, 311.

"Void, Illegal, or Unenforceable Consideration."—17 Yale Law Journal, 338.

"Is the Federal Constitution Adapted to Present Necessities, or Must the American People Have a New One?"—17 Yale Law Journal, 347.

"Can Any Right of Direct Citation be Given to a State in International Conflicts?"—17 Yale Law Journal, 365.

"Extradition and Protection against Anarchy."—17 Yale Law Journal, 376.

"The Limitations of the Action of Assumpsit as Affecting the Right of Action of the Beneficiary of a Contract (Continued)."—56 American Law Register, 73.

"The Courts from the Revolution to the Revision of the Civil Code."—56 American Law Register, 88.

"Conditions and Methods of Law Making."—20 Green Bag, 111.

"Jurisdiction in Divorce."—40 Chicago Legal News, 243.

"Some Legal Aspects of the Chicago Charter Act of 1907."—2 Illinois Law Review, 427.

"Do Legacies Bear Interest in Illinois?"—2 Illinois Law Review, 440.

"Contributory Negligence."—21 Harvard Law Review, 233.

"The Origin of Uses and Trusts."—21 Harvard Law Review, 261.

"Criminal Procedure in Federal Courts."—11 Law Notes, 226.

"Gifts to Charities. Section XI. Act April 26, 1855."—12 The Forum, 167.

"The Labor War in Colorado."—23 Political Science Quarterly, 1.

"The Oil Trust and the Government."—23 Political Science Quarterly, 18.

"The Early English Colonial Movement."—23 Political Science Quarterly, 75.

"The Problem of the House of Lords."—23 Political Science Quarterly, 95.

"The Law of Bank Checks (Practical Series)."—25 Banking Law Journal, 97.

"National Bank Guaranty and Suretyship."—25 Banking Law Journal, 101.

"The Credit of Overdrafts as Deposits."—25 Banking Law Journal, 111.

"Some Observations on the Rights of Landowners in Subterranean Percolating Water."—66 Central Law Journal, 194.

"The Government's Suit against the Union Pacific Railroad Company."—6 Michigan Law Review, 361.

"Roman Law and Mohammedan Jurisprudence, Part III."—6 Michigan Law Review, 371.

"Admiralty Law."—8 Columbia Law Review, 172.

"The Eleventh Article of Amendment to the Constitution of the United States. (Power of Federal court to enjoin state officer from enforcing provision of state statute in conflict with Constitution of United States.)"—8 Columbia Law Review, 183.

"Collateral Attack on Incorporation. B. In General."—21 Harvard Law Review, 305.

"The Confusion in the Law Relating to Materialmen's Liens on Vessels."—21 Harvard Law Review, 332.

"Equity Follows the Law."—66 Central Law Journal, 177.

"The Law of Contempt in India. (Concluded.)"—7 Criminal Law Journal of India, 33.

"The Doctrine of Last Clear Chance."—66 Central Law Journal, 215.

"Appropriation of Payments."—10 Bombay Law Reporter, 51.

"The Lawyer in Literature."—16 American Lawyer, 101.

"Correct Ideals in the Prosecution of Criminal Causes."—16 American Lawyer, 112.

"The Right of Private Defense under the Indian Criminal Law."—7 Criminal Law Journal of India, 7.

"Widowed Daughter-in Law in a Hindu Family."—10 Bombay Law Reporter, 26.

"Suability of States by Individuals."—36 National Corporation Reporter, 49.

"The Power of Congress to Create Corporations."—14 Kansas Lawyer, (No. 6) 3.

"The Abatement of Public Nuisances."—14 Kansas Lawyer, (No. 6) 7.

"The Status of the Automobile."—17 Yale Law Journal, 223.

"A Scottish Judge Ordinar."—17 Yale Law Journal, 232.

"Implied Authority of Agent to Purchase Personal Property."—17 Yale Law Journal, 257.

"Latin America at the Hague Conference."—17 Yale Law Journal, 270.

"Paying Dividends out of Capital."—44 Canada Law Journal, 94.

"The Effect of Legislation Requiring the Master to Guard Dangerous Machinery."—66 Central Law Journal, 157.

"Should the Doctrine of the 'Turnable' Cases, Holding Railroad Corporations Liable for Injuries to Trespassing Children, be Extended so as to Make Landowners Liable for Injuries Caused to Trespassing Children by Unguarded Ditches, Ponds, etc.?"—66 Central Law Journal, 137.

"Reasonableness of Maximum Rates as a Constitutional Limitation upon Rate Regulation."—14 Kansas Lawyer, (No. 5) 3.

The Humorous Side.

REFRAINED FROM INFRINGEMENT.—A man somewhat noted for his profanity met Attorney C. D. Saviers, of Columbus, O., on the street and said to him:

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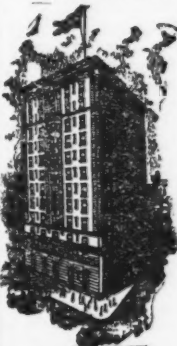
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Liability on official bond for loss by Bank failure. 22 : 449.
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Trust in proceeds of collection made by bank when insolvent. 32 : 715.
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